



**Transcript of the Testimony of
PATRICK HENRY LACOUR**

Date: October 22, 2019

Case: Magnolia Island Plantation, et al. v. Lucky Family, LLC,
et al.

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
SHREVEPORT DIVISION

MAGNOLIA ISLAND PLANTATION,
L.L.C., BARBARA MARIE CAREY
LOLLAR

DISTRICT JUDGE ELIZABETH FOOTE

Plaintiffs

VERSUS

CIVIL ACTION NO. 5:18-cv-01526

LUCKY FAMILY, L.L.C., W.A.
LUCKY, III, AND BOSSIER
SHERIFF JULIAN C. WHITTINGTON,
IN HIS OFFICIAL CAPACITY

MAGISTRATE JUDGE KAREN HAYES
JURY TRIAL DEMAND

Defendants

DEPOSITION OF PATRICK HENRY LACOUR

TAKEN FOR AND ON BEHALF OF THE PLAINTIFFS

AT THE JONES LAW FIRM

ALEXANDRIA, LOUISIANA

ON TUESDAY, OCTOBER 22, 2019

BEGINNING AT 10:31 A.M.

REPORTED BY:

DIANNE STEWART, CERTIFIED COURT REPORTER & NOTARY PUBLIC

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1 note.

2 **Q** So if there were covenants and restrictions,
3 then covenants -- you know, restrictions would
4 further devalue the note. Is that right?

5 **A** That's correct.

6 **Q** So what you have there would enable you to
7 give it its best potential value, under the
8 circumstances?

9 **A** Yes. And I mean, I can say you have loan
10 agreements and you have promissory notes, and
11 promissory notes are typically very spare
12 documents, similar to what you just wrote that
13 appeared in the publication from the Sheriff's
14 office. So again, that definition fits the
15 definition of a promissory note. Now, it
16 could be more than that, but a loan agreement
17 would typically be substantially more than
18 that.

19 **Q** On Exhibit 3 it has attached the October 10th,
20 2018 letter that I wrote to you. And in that
21 letter I tried to convey, and did you
22 understand that you would not be working for
23 Mr. Lucky, but that you would be working for
24 the Sheriff?

25 **A** That's correct.

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1 Q And was that your understanding, was that the
2 Sheriff was going to be your client in this
3 matter?

4 A Yes. At all times that was my understanding.

5 Q Okay. And that you would not be doing this
6 work for Mr. Lucky; you would be paid by the
7 Sheriff?

8 A That's correct.

9 Q Even though Mr. Lucky might pay the Court
10 costs to the Sheriff, you know, you were still
11 to render your opinion for the Sheriff?

12 A That's correct.

13 Q And were you ever asked to do anything to try
14 -- you know, to try to artificially lower the
15 value of your appraisal?

16 A No.

17 Q Were you given a suggested number for your
18 appraisal?

19 A No.

20 Q Did you act completely independently --

21 A Yes.

22 Q -- in doing your appraisal?

23 A Yes.

24 Q And you worked for the Sheriff. Correct?

25 A Yes.

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1 Q You appraised for the Sheriff?

2 A Yes.

3 Q And you were paid by the Sheriff?

4 A Yes.

5 Q Okay. No further questions.

6 MR. POWELL:

7 Do you have anything?

8 MR. TOUCHSTONE:

9 I have just a couple.

10 EXAMINATION BY MR. TOUCHSTONE:

11 Q Mr. Lacour, my name is Dylan Touchstone, and I
12 represent Lucky Family, LLC. I have just a
13 couple of questions. Up to the date when you
14 issued your report, your appraisal, had you
15 had any kind of contact with someone by the
16 name of Vicky Talley Lucky?

17 A No.

18 Q How about William A. Lucky, IV?

19 A No.

20 Q Jennifer Joyce Lucky?

21 A No.

22 Q Or Hyde Lucky Hann? (Phonetic).

23 A No.

24 Q Did you have contact with anyone who purported
25 to be a member of Lucky Family, LLC?